

Eastern Iowa CC

Higher EA

7/1/2006 6/30/2007

**MASTER CONTRACT**

**between**

**EASTERN IOWA COMMUNITY COLLEGE DISTRICT  
(MERGED AREA IX)**

**and**

**EASTERN IOWA COMMUNITY COLLEGE  
HIGHER EDUCATION ASSOCIATION**

**2006-2007**

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**ARTICLE I**  
**DEFINITIONS**

- A. The Board of Directors of the Eastern Iowa Community College District (Merged Area IX) hereinafter referred to as the "Board" recognizes the Eastern Iowa Community College Higher Education Association, hereinafter referred to as the "Association," as sole and exclusive negotiating agent for all employees in the professional bargaining unit as certified and defined by the Public Employment Relations Board.
- B. "Board," "Employer," or "District" means the Board of Directors of the Eastern Iowa Community College District (Merged Area IX) or its Representative.
- "Association" means the Eastern Iowa Community College Higher Education Association or its Representatives.
- "Employee" or "Teacher" means any person in the bargaining unit as certified and defined by the Public Employment Relations Board.
- C. All District/College established study committees which impact bargaining unit members with regard to mandatory subjects of bargaining shall include bargaining unit members. Such members shall be appointed by the Association.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B. 1. A grievant is a member or members of the unit covered by this Agreement or the Association.
2. The failure of a member of the unit to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving member of the unit shall be conducted so as to result in no interference with or interruption of the instructional program of the District.

C. Procedure

1. First Step

The grievant shall file a grievance in writing with the known immediate supervisor. The written grievance shall state the nature of the grievance, should note the specific clause or clauses of the Agreement being violated, and shall state the remedy requested. The filing of the written grievance must be within twenty (20) days of the occurrence of the event which gave rise to the grievance or within twenty (20) days of the date he/she should have reasonably been aware of the alleged violation. The immediate supervisor shall make a decision on the grievance and communicate it in writing within five (5) days to the aggrieved employee and the Association.

2. Second Step

In the event a grievance has not been satisfactorily resolved at the First Step, the grievance may be appealed to the President of the College within five (5) days of the receipt of the immediate supervisor's written decision at the First Step. The President of the College or his/her designee shall file in writing an answer to the grievant within five (5) days of the receipt of the grievance.

3. Third Step

If the grievance is not resolved at the Second Step, the grievance may be appealed to the Chief Executive Officer of the District within five (5) days of the receipt of the written decision by the President of the College. The Chief Executive Officer of the District or his/her designee shall file in writing an answer to the grievant and the Association within twenty (20) days of the receipt of the grievance.

4. Fourth Step

If the grievance has not been satisfactorily resolved at the Third Step, and if the Association determines the grievance to be meritorious, the Association may submit the grievance to

binding arbitration within twenty (20) days of the receipt of the Chief Executive Officer of the District's written decision at the Third Step. Such submission shall take the form of a written request to the American Arbitration Association requesting a list of arbitrators. A copy of this request shall be provided to the Chief Executive Officer of the District. The parties will be bound by the rules and procedures of the American Arbitration Association. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings, written or oral, promptly, and shall issue a decision as soon as possible. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not amend, modify, nullify, or add to the provisions of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- D. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.
- E. "Days" shall be defined as those days on which faculty are required to perform their assigned duties.
- F. A meeting may be held within the prescribed time limits at each step of this procedure between the aggrieved and the appropriate District Representative. A representative of the Association shall have the right to be present at each step involving such grievance.

### ARTICLE III

#### WAGES

- A. The hiring guide for the starting salaries of new employees is found in Appendix A.
- Employees who have a contract for other than 165 days shall be paid 1/165th of the appropriate placement amount times the number of days which the individual is contracted.
- Regular part time employees not now being prorated from the hiring guide shall be paid \$525 per semester hour.
- B. Overtime compensation shall be paid for an instructional load in excess of sixteen (16) assigned equated hours for Arts and Science instructors and in excess of sixteen (16) assigned equated hours for Vocational instructors or twenty-eight (28) contact hours for any instructor provided the instructional load for overtime purposes shall be averaged over the entire academic year taught by the instructor. Assignments beyond sixteen (16) equated hours are not optional for Vocational Instructors. Only instructional loads in excess of eighteen (18) equated hours for Arts and Science and Vocational instructors shall be paid at the end of the term in which the load was assigned with the remaining two equated hours held for total year averaging.
- Overtime compensation for Arts and Science and Vocational instructors would be paid at the rate of five hundred twenty five (\$25) dollars per equated hour. Overtime compensation for an instructional load in excess of twenty-eight (28) contact hours shall be paid at the rate of fifteen (15) dollars per contact hour. At any time that enrollment in an Arts & Science class is not sufficient to cover the instructor's cost to the District, the District may cancel the class or offer the instructor the opportunity to teach the class for tuition received. For the purpose of this paragraph, an equated hour shall be determined on the basis of policy and practice which was in effect for the District during the 1977- 78 academic year.
- C. Teaching during the summer and/or winter term session(s) Arts and Sciences shall be optional with the instructor and anyone teaching in a summer session will be reimbursed at the rate of \$525 per semester hour or for the amount of tuition paid for the class, whichever is less.
- D. The Board shall retain the right to assign full-time teaching employees as department or program coordinators, and any employee so assigned shall be paid at a rate of \$500 per year based on a 165

day year and prorated for other lengths. In addition, the employee assigned to such a position shall receive one quarter (1/4) release time from his/her full time teaching duties for the fall and spring semesters. The Board reserves the right to leave the positions vacant or abolish them if deemed necessary. The employee may decline appointment as department or program coordinator.

- E. All full-time employees hired with a B.S. degree and above shall receive the following amounts added to his/her salary upon completion of the number of appropriate semester hours:

B.S. to B.S.+8	\$400
B.S.+8 to B.S.+16	\$400
B.S.+16 to B.S.+24	\$400
B.S.+24 to M.A.	\$400
M.A. to M.A.+12	\$400
M.A.+12 to M.A.+24	\$400
M.A.+24 to M.A.+36	\$400
Attainment of Education Specialist	\$300
Attainment of Doctorate	\$600

Effective August 14, 1987, an employee on the A.A. lane of the hiring guide shall receive the following amounts added to his/her salary upon completion of the number of appropriate semester hours. Only hours earned after August 14, 1987, are applicable for such monies.

Each eight (8) semester hours - \$400

Maximum twenty-four (24) semester hours -

An A.A. employee who receives a Master's Degree will then be eligible to receive the educational advancement monies listed above.

Educational advancement monies will be granted retroactive to the beginning of the semester upon appropriate submission of proof of completion of coursework by October 1 or March 1.

- F. Pay Periods

The contract year shall be divided into twenty-six (26) equal pay periods. When a pay date falls on a week-end employees will receive their paycheck on the last previous working day. Employees who are not working in the summer shall have the option of picking up their checks or designating an



address to which they shall be mailed. In addition, the District shall provide employees the option of direct deposit of payroll checks.

- G. The salary increase for the 2006-2007 contract year shall be 2.6% of the 2005-2006 contracted base salary plus \$1135 for a 165-day employee.
- H. An employee shall receive \$50 per credit hour for teaching on Television Interaction as part of his/her assigned load.

#### **ARTICLE IV**

##### **SUPPLEMENTAL PAY**

A. Travel

If an employee is directed by the college to travel to other than his/her primary work site, appropriate expenses shall be reimbursed. Mileage shall be paid for those miles in excess of the distance traveled or which would have been traveled to the primary work site. In addition, any lodging or registration expense shall be reimbursed.

B. Tuition Reimbursement

Any full-time employee covered by this agreement and his/her spouse shall receive tuition reimbursement for coursework completed at the colleges providing, however, that:

1. It is for a course which would have been offered by the district if no employees were enrolled under this policy.
2. There is space available in the course after all tuition paying students, not covered by this policy, have enrolled as of the first class meeting.<sup>(1)</sup>
3. That the course is scheduled so that it does not interfere with the employees full time employment responsibilities.

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<sup>(1)</sup> The College shall have the right to limit the size of any class.

4. That the employee/spouse completed all the requirements of the course and earned a passing grade, where appropriate.
5. That the employee/spouse paid the required tuition and did not receive reimbursement from any other source.
6. The employee/spouse paid for all fees, charges, books and supplies.
7. That the request for tuition reimbursement is filed on the College approved form.

Employees taking coursework under this provision shall be limited to a maximum of six credit hours or 60 Continuing Education contact hours per term.

Any coursework for which tuition reimbursement has been paid cannot be used for educational advancement as provided in this agreement and vice versa.

C. **Extra-Curricular Compensation**

An employee who performs an extra-curricular duty shall be paid under the terms of Appendix B.

## **ARTICLE V**

### **INSURANCES**

Insurance benefits for full-time employees shall be as follows:

A. **Group Life Insurance**

The District shall provide sixty (60) thousand dollars term life insurance on each full time employee.

Payment is to be made for death from any cause. Upon the attainment of age 70, the group life amount shall be reduced by 25 percent, and upon the attainment of age 75, by another 25 percent.

The full cost of the group term life insurance shall be paid for by the Eastern Iowa Community College District. In addition, the employee may purchase additional term life insurance and dependent term life insurance as per sections D & E of this Article.

B. **Group Accidental Death and Dismemberment Insurance**

The District shall provide Accidental Death and Dismemberment Insurance coverage in the amount equal to and in addition to an employee's basic group life insurance program described above. The full cost of the Accidental Death and Dismemberment benefit shall be paid for by the Eastern Iowa Community College District.

C. Group Long-Term Disability Income Insurance

The District shall purchase a long-term disability income policy providing a ninety calendar day waiting period and benefits of 70 percent of an employee's monthly wage or salary, up to a maximum benefit of \$5,000 per month. Eastern Iowa Community College District shall pay the full cost of this program.

An employee who is on long-term disability from the College shall be eligible to remain in the group health insurance program. The College will pay up to one hundred eighty (180) dollars per month toward the monthly insurance premium for up to twenty-four (24) months. After the twenty-four month period, the employee is responsible for paying the total premium in advance to the College if he/she wishes to remain in the group health insurance program.

D. Optional Group Life and Accidental Death and Dismemberment Insurance

The District will make available to all employees an Optional Group Life and Accidental Death and Dismemberment program. Up to \$100,000 of optional life insurance may be elected. The District will only participate to the extent of withholding the necessary premium from the employee's wages and remitting such to the insurance company. Each new employee must sign and return to the District personnel office either a "Request" or "Refusal" form within 30 days of his or her original date of employment. Those who elect this insurance must complete a short form medical questionnaire.

E. Group Dependent Life Insurance

The District will make available to all employees who have either a spouse and/or dependent children Dependent Life Insurance coverage. The District will not pay the premium charge but will participate only to the extent of withholding the necessary premium from the employee's wages and remitting such to the insurance company. The Dependent Life Insurance shall provide \$2,000 or \$5,000 insurance for the spouse and/ or each dependent child.

F. Group Hospital, Surgical and Major Medical Insurance

The District shall offer the John Deere Split Co-pay 15/20/100/1000, with the exception that the deductible for Clinton employees shall be 100/200 instead of the 200/400. EICCD shall pay the single coverage cost for the above employee's protection. If the employee desires to have his/her

spouse and/or dependent children covered, a monthly premium shall be deducted from the employee's payroll check. The District shall pay a sum of \$2,388 per year towards the family coverage premium. An employee of the District as of August 14, 1987, may opt to receive an additional \$900 per year in lieu of a payment towards family insurance coverage. The \$900 will be divided equally over the pay periods. An employee hired after August 14, 1987, will not be entitled to receive monies in lieu of insurance.

G. Accidental Death and Dismemberment Insurance

The District shall provide Accidental Death and Dismemberment coverage in addition to that described previously with benefit only in case of an accident while on official school business. All full-time employees shall be insured for \$25,000. The cost of this program shall be paid for by EICCD.

H. Vision Insurance

The District shall make available a group vision program. The District shall pay the monthly premium for the employee. If the employee desires to have his/her spouse and/or dependent children covered, a monthly premium shall be deducted from the employee's payroll check.

I. Dental Insurance

The District shall make available a free-standing dental insurance program. EICCD shall pay the single employee cost for the above coverage. If the employee desires to have his/her spouse and/or dependent children covered, a monthly premium shall be deducted from the employee's payroll check.

J. Additional Miscellaneous Insurance Information

New employees will be eligible for insurance coverage the first day of the month following the date of employment. A change from the single to family coverage with the basic hospital-surgical plan can be made once each year effective on October 1. Family coverages can be obtained the first of any month, if approved by

the underwriters, after filing an evidence of insurability form.

Insurance coverage will cease at the end of the last day on the month in which the last day of work occurs.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the year.

The District shall provide employees with a section 125 plan which provides for the pretax payment of employee group insurance premiums.

- K. The parties agree that the insurance's in the aforementioned Sections C, H, and I shall be at a level of benefits equal to those in effect July 1, 1989, for the duration of this agreement.

The level of benefits under Sections D, E, and G shall be equal to those in effect July 1, 1985, for the duration of this agreement.

## **ARTICLE VI**

### **PAYROLL DEDUCTION**

- A. Any employee who is a member of the Eastern Iowa Community College Higher Education Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction for all Association dues.
- B. Pursuant to the deduction authorization, the employer will deduct the amount indicated by the employee beginning at the first payroll of any month. The dues deduction authorization forms must be received by the employer no later than the fifteenth (15th) day of the month preceding the start of deductions. The said dues will be deducted in equal amounts from the first two checks of each month remaining in the year through the month of June. No deduction will be withheld from the third check of the month in those months that happen to have three pay dates.
- C. An employee may terminate his/her dues deduction on thirty (30) days written notification to the District. In such cases the District will notify the Association of such dues termination before the effective date of such termination.
- D. The District will transmit to the Association the total deduction of monthly dues and a listing of the employees from whom the deductions were made on the date of the second payroll payment each month.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

1. Sick leave for the personal illness or injury of an employee shall be credited annually to members who report for duty and are covered under this Agreement on the following basis:

**165 Day Contract**

First Year of Employment	10 days
Second Year of Employment	11 days
Third Year of Employment	12 days
Fourth Year of Employment	13 days
Fifth Year of Employment	14 days
Sixth and Subsequent Years of Employment	15 days

2. Those employees under contract for more (or less) than 165 days shall receive a pro-rated amount of sick leave.
3. The above amounts shall only be granted for consecutive years of employment in the Eastern Iowa Community College District (Merged Area IX).
4. Unused leave shall be cumulative from year to year of employment in the Eastern Iowa Community College District (Merged Area IX) to a maximum of one hundred (100) days.
5. The employee must notify his/her supervisor prior to taking sick leave. When such prior notification is impossible, he/she shall notify his/her supervisor as soon as possible. In both cases the employee shall indicate the expected length of such absence.
6. An employee may use up to three days annually to attend to the illness of a person in the immediate family who lives in the same household, as well as the employee's mother, father, mother-in-law or father-in-law.
7. The Board shall require the employee to sign a statement, under penalty for perjury, confirming the necessity for such leave of absence for personal injury or illness. In the case of unusual circumstances, a doctor's statement or other acceptable source of proof of illness or injury, may be required.

8. Employees shall be given a written accounting of accumulated sick leave at each pay period. Sick leave shall be calculated on an hourly basis and the minimum charge against sick leave shall be one (1) hour.
9. When absence is due to injury or illness incurred in the course of the employee's employment, the Board will pay to such employee the difference between his/her salary and benefits received under any worker's compensation benefits, for the duration of such absence, with an appropriate reduction in accumulated sick leave.

B. Extended Leaves of Absence

An employee may be granted an extended leave of absence without pay for reasons acceptable to the District for a period of not less than one (1) academic term or more than one (1) academic year. This leave of absence may not be renewed more than two (2) times. An employee on an extended leave of absence during the spring term must notify the Chief Executive of the District in writing by the 10th day of March that he/she will report for duty the next academic year or his/her position will be declared vacant. Employees granted an extended leave of absence without pay may remain in the District insurance program by paying the full cost of monthly premiums to the Central Office by the third Friday of each month. Upon returning to full employment with the District following the approved leave of absence, the District share of the employee's insurance costs while on leave of absence shall be reimbursed upon request by the employee.

C. Bereavement Leave

Up to five (5) days of leave without loss of pay or benefits to attend funerals may be granted in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, and any other members of the immediate household. If a spouse and child should die in the same year, the employee would have an additional five (5) days of leave without loss of pay or benefits.

D. Personal Leave

Each employee shall be provided a maximum of two (2) days personal leave with pay per year with the scheduling of such days subject to the President of the College prior approval.

E. Family Illness

In the case of serious illness or injury of a member of the employee's immediate family, a maximum of two (2) days per year of leave with pay shall be granted.

Serious illness or injury shall mean illness or injury requiring hospitalization, including out-patient treatment for procedures traditionally requiring hospitalization, and shall also include the care of such individual immediately following hospitalization. The District may request a doctor's certification as to proof of such hospitalization and/or treatment.

Immediate family shall mean spouse, child, stepchild, parent or stepparent.

F. Jury Duty

An employee who is selected for and serves on jury duty shall be granted time off with pay. The employee shall notify his/her supervisor as soon as possible of such service. Any monies, excluding travel expense, received by the employee for such service shall be signed over to the District.

G. Association Leave

The District shall provide six (6) days of leave of absence with pay for use by the Association to send delegates to its state or national meetings or conventions. The Association President shall notify the District at least ten (10) days in advance of the use of such leave, except in cases of emergency.

H. Other Leaves

Other temporary leaves of absence, with or without pay, may be granted in writing at the discretion of the President of the college when he/she feels there exists justifiable reason.

## **ARTICLE VIII**

### **EVALUATION**

A. Non-Probationary Employee

A non-probationary employee shall have an evaluation at least once every three (3) years.

B. As part of this evaluation, an employee will be observed at least once in his/her job setting. An employee will be notified at least twenty-four (24) hours in advance of a formal observation.

Informal observations shall be unannounced. No employee shall be observed more than four (4)



times per year.<sup>(2)</sup>

- C. Following the observation the evaluator shall meet with the employee within ten (10) days to discuss the results of such observation. Both positive and negative aspects of such observations may be discussed with the employee at this meeting. In the case of negative aspects, the evaluator shall submit written suggestions for improvements to the employee. Both parties shall sign a copy of the observation summary. The employee shall have reasonable time to implement the written suggestions. If subsequent evaluation reports fail to mention the same negative aspects, it shall mean that adequate improvement has taken place. The employee's signature indicates nothing more than awareness of content. The employee shall be given a copy of such record.<sup>(2)</sup>
- D. Any material relating to the performance of an employee's duties which is to be placed in his/her file will be first discussed with the employee. Both positive and negative aspects of performance may be addressed under this paragraph.
- E. The evaluator shall meet with the employee to discuss the material to be placed in the file. A written copy of such material, signed by both parties, shall be given to the employee. The employee may submit a written response to such material within ten (10) days of its receipt.
- F. The evaluator shall meet with the employee to discuss his/her appraisal of the employee's performance. Where appropriate, both positive and negative aspects may be addressed. Both parties shall sign the evaluation. The evaluator shall give the employee a written copy of this evaluation. A copy of the evaluation shall be placed in the employee's evaluation file. The employee shall have the right to submit a written response to the evaluation within ten (10) days from its receipt and have such response attached to the evaluation.
- G. The employee shall have the right to review his/her evaluation file.
- H. The employee shall have the right to reproduce the contents of his/her evaluation file.
- I. The non-probationary employee can request an annual goal setting meeting with his/her academic dean.
- J. All non-probationary employees may grieve an overall unsatisfactory evaluation.

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<sup>(2)</sup> Not applicable to Counselors, covered by side letter.

- K. The parties to this agreement acknowledge that peer assessments shall not be used to complete the employee evaluation report as prescribed by this Article. Any information or documentation shall be retained only by a college-designated, non-supervisory person and shall not be shared with supervisory personnel.

Probationary Employee

- A. An employee who is in his/her statutory probationary period shall be continuously evaluated during those years.
- B. An evaluation shall consist of a meeting between the evaluator and the employee to discuss the evaluator's appraisal of the employee's performance. A copy of the written evaluation will be signed by both parties. One copy of the evaluation shall be given to the employee and one copy placed in the employee's evaluation file. The employee shall have the right to submit a written response to the written evaluation within ten (10) days from its receipt and have such response attached to the evaluation.
- C. During the year, material relating to the performance of an employee's duties which is to be placed in his/her evaluation file will first be discussed with the employee. A written copy of such material, signed by both parties, shall be given to the employee. The employee may submit a written response to such material within ten (10) days of its receipt.
- D. The probationary employee shall be given a summative evaluation each year.
- E. The parties to this agreement acknowledge that peer assessments shall not be used to complete the employee evaluation report as prescribed by this Article. Any information or documentation shall be retained only by a college-designated, non-supervisory person and shall not be shared with supervisory personnel.

## ARTICLE IX

### PROCEDURE FOR STAFF REDUCTION

- A. A staff reduction is a partial or full elimination of a position currently in the bargaining unit. If the Board determines that such a staff reduction is necessary, such reductions shall be made on the basis of seniority and qualification. Qualifications will be determined by the rating categories on the evaluation instrument.

Part-time unit members working less than 75% shall be laid off first unless needed to teach specific course(s).

An employee whose position is terminated by this process who meets the minimum requirements, based upon credentials in the employees personnel file, for a vacant position will be assigned to that position. Should two or more employees qualify under this section, then selection shall be based upon seniority.

- B. An employee terminated under the procedure above will be recalled to a vacancy in his/her former program or discipline or any program or discipline which he/she has worked full-time satisfactorily for a minimum of two years. Such recall rights shall be for up to twenty-four (24) months from September 15 following the effective date of termination. Should more than one employee be eligible for such recall then the most senior employee will be recalled. Employees with recall rights shall receive notice of all bargaining vacancies. Employees with recall rights must keep a current address on file with the Human Resources Department.
- C. Employees who are re-employed as per Section B above shall be reinstated at the salary level and sick leave accumulated at the time of termination.

## ARTICLE X

### TRANSFERS

- A. Definition

The movement of an employee for more than one academic term (semester) from one college to another college shall be a transfer.

B. Voluntary Transfer

If a vacancy occurs within the District, notice of the position shall be posted at each college on bulletin boards in areas frequented by unit members for at least ten (10) days.

A copy of the notice shall be sent to the Association President.

Employees who desire a transfer must file a written statement of such desire with the Chief Executive Officer of the District's office.

When a vacancy exists above and the qualifications<sup>(3)</sup> of all candidates are essentially equal, the present staff member will be given preference.

An employee who is transferred shall retain his/her current salary provided he/she is employed for the same number of days and any benefits provided under this contract.

C. Involuntary Transfer

An involuntary transfer shall be a transfer as defined in "A" above, which occurs despite the fact that his/her position still exists. An involuntary transfer shall be made only after a meeting between the employee involved, the Association Representative, and the Chief Executive Officer, at which time the employee shall be given written reason(s) therefore. If the involuntary transfer by the employer results in the assigned work location being more than 30 miles from current residence and the employee relocates within one (1) year of the transfer, the Board shall pay actual moving expenses up to a maximum of \$1,000. The District shall also pay mileage to the employee for commuting to work in the new city, not to exceed the mileage between the transfer college and the previous college, until new housing is found or until one (1) year after notification of the involuntary transfer, whichever is earlier.

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<sup>(3)</sup> Qualifications means for the purpose of this article, work experience, teaching experience and education.

## **ARTICLE XI**

### **HEALTH AND SAFETY**

- A. Physical examinations, if required by the Board, shall be paid for by the Board. The examining physician may be chosen by the employee from a list of eight (8) doctors from each college area supplied by the Board.
- B. Employees shall not be required to work or perform tasks under unsafe or hazardous conditions. Employees who are aware of such conditions shall notify his/her supervisor.

## **ARTICLE XII**

### **SENIORITY**

- A. Seniority shall be District wide and shall be computed from the effective date of the first individual contract with the District which would presently place that employee in the bargaining unit. If two or more employees have the same seniority date, the relative order of seniority among them shall be determined by drawing lots.
- B. Seniority will continue to accrue during all paid leaves of absence and during all unpaid leaves of absence lasting one (1) academic term or less. If an employee is employed in a District position outside the bargaining unit, or takes an unpaid leave of absence lasting more than one (1) academic term, the time of such employment or leave shall not be counted in computing seniority, but if such employee is re-employed in the bargaining unit, he/she shall retain previously accumulated seniority. If an employee is terminated or resigns from the District employment and if such employee is re-employed by the District within two (2) years, he/she shall retain previously accumulated seniority.
- C. No later than September 30 of each year the Employer will provide the Association President with a list of all the employees in the bargaining unit with their seniority dates. A listed employee who believes that he/she has been incorrectly placed on the list shall submit written notification to the Director of Human Resources by November 15 of each year. The College and the Association shall then attempt to resolve such a dispute.

## ARTICLE XIII

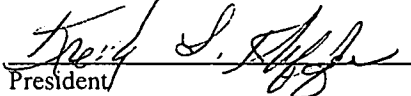
### DURATION

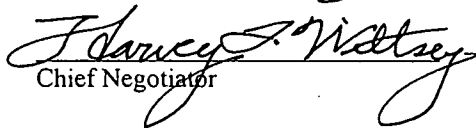
This Agreement shall be effective as of August 15, 2006 and continue until midnight August 14, 2007.

The aforementioned contained thirteen articles constitute the Agreement as negotiated and agreed to by the respective representative of the Board and Association as witness their signature placed here as the

19<sup>th</sup> day of June, 2006.

Board of Directors

  
President

  
Chief Negotiator

For the Association

  
President

  
Chief Negotiator

**APPENDIX A  
2006-2007  
HIRING GUIDE 165 DAY**

	<u>AA</u>	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>MA+36</u>
0.	32,200	32,600	33,000	33,400	33,800	34,200	34,600	35,000	35,400
1	32,550	32,950	33,350	33,750	34,150	34,550	34,950	35,350	35,750
2.	32,900	33,300	33,700	34,100	34,500	34,900	35,300	35,700	36,100
3.	33,250	33,650	34,050	34,450	34,850	35,250	35,650	36,050	36,450
4.	33,600	34,000	34,400	34,800	35,200	35,600	36,000	36,400	36,800
5.	33,950	34,350	34,750	35,150	35,550	35,950	36,350	36,750	37,150
6.	34,300	34,700	35,100	35,500	35,900	36,300	36,700	37,100	37,500
7.	34,650	35,050	35,450	35,850	36,250	36,650	37,050	37,450	37,850
8.	35,000	35,400	35,800	36,200	36,600	37,000	37,400	37,800	38,200
9	35,350	35,750	36,150	36,550	36,950	37,350	37,750	38,150	38,550
10.	35,700	36,100	36,500	36,900	37,300	37,700	38,100	38,500	38,900

Doctorate - Add \$600

Education Specialist - Add \$300

## **APPENDIX B**

### **EXTRA CURRICULAR COMPENSATION SCHEDULE**

<u>Position</u>	<u>Pay</u>
Athletic Director	1,721
Director of Intramurals	1,148
Assistant Director of Intramurals	861
Basketball Coach	4,890
Spring/Fall Baseball	4,890
Spring Softball/Spring Baseball/Volleyball	2,869
Assistant Coaches (Major)	1,290
Minor Sport Coaches	1,004
Cheerleader Sponsor	1,004